

## CONTRACT FOR PROFESSIONAL SERVICES

Contract No. \_\_\_\_\_

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and \_\_\_\_\_,

WHEREAS, the City of Flagstaff desires to receive and Contractor is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Contractor (the "parties") agree as follows:

### SERVICES

1. Scope of Work: Contractor shall provide the professional services generally described as follows:

#### **TEMPORARY PERSONNEL SERVICES**

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Contractor shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.

### CITY RESPONSIBILITIES

4. City Representative: The City Representative is Shannon Anderson, Human Resources Manager, or his/her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a contract amendment or price adjustment to the attention of the City Buyer.
5. City Cooperation: City will cooperate with Contractor by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Contractor's performance of this Contract.

### CONTRACT TERM

6. Contract Term: The Contract shall be effective as of the date signed by both parties. Initial one year contract period commencing on \_\_\_\_\_, 20\_\_\_\_.
7. Renewal: This Contract may be renewed for up to four (4) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
8. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto.

## PAYMENT

9. Compensation: Contractor shall be paid for satisfactory performance of the work, in accordance with the Compensation Schedule attached hereto as part of Exhibit A.
10. Price Adjustment: If price adjustments are permitted, any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$50,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

## DATA AND RECORDS

11. City Ownership of Document and Data: Any original documents prepared or collected by Contractor in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Contractor agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the material.
12. Re-Use. City may use City's work product without further compensation to Contractor; provided, however, City's reuse without written verification or adaption by Contractor for purposes other than contemplated herein is at City's sole risk and without liability to Contractor. Contractor shall not engage in any conflict of interest nor appropriate any portion of City's work product for the benefit of Contractor or any third parties without City's prior written consent.
13. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Contractor shall immediately deliver to City copies all of City's work product and any other documents and data accumulated by Contractor in performance of this Contract, whether complete or in process.

## INSURANCE

14. Insurance: Contractor shall meet insurance requirements of the City, set forth in Exhibit C.

## MISCELLANEOUS

15. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

CITY OF FLAGSTAFF PURCHASING DIVISION  
211 WEST ASPEN AVE.  
FLAGSTAFF, ARIZONA 86001

Solicitation No. 2015-50  
BUYER: Di Ann Butkay  
PH: (928) 213-2276 FX: (928) 213-2209

To the City:

To Contractor:

Di Ann Butkay  
City of Flagstaff  
211 W. Aspen  
Flagstaff, Arizona 86001  
dbutkay@flagstaffaz.gov

With a copy to:

With a copy to:

Shannon Anderson

16. Authority. Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

CONTRACTOR

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF FLAGSTAFF

\_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

City Attorney's Office

Notice to Proceed issued: \_\_\_\_\_, 20\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK/SPECIFICATIONS

Provider will comply with all State, Federal, and local laws (including the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act, and Civil Rights Act of 1991) as to treatment and compensation of its employees and Patient Protection and Affordable Care Act.

The Position Specifications outline the different type of personnel the City anticipates requesting. The City reserves the right to request temporary personnel services not listed from the Provider at an agreed upon hourly rate.

The City has the right to control the details of the temporary employees' work while assigned to the City. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

Provider agrees to the hourly rates as specified herein for all requested positions. Provider agrees to a maximum response time of one hour. Provider shall provide quality testing and training. Provider shall comply with all requirements relating to disclosure of information and provision of benefits pursuant to the Patient Protection and Affordable Care Act for all Provider Employees assigned to the City of Flagstaff. If Provider fails to meet the requirements of the proposal specification at any time during the term of the Agreement and or the City of Flagstaff Temporary Personnel Services Operating Procedures (Exhibit A), Temporary Services will be canceled upon 30 days written notice.

**RESERVATION:** The Position Specifications outline the different type of personnel the City anticipates requesting. The City reserves the right to request temporary personnel services not listed from the selected Vendor(s) at an agreed upon hourly rate.

**RIGHT TO CONTROL:** The City has the right to control the details of the temporary employees' work while assigned to the City. The City has the sole discretion to decide whether a proposed temporary employee is appropriate for the position sought. In the event that the temporary will be assigned driving duties, the City reserves the right to conduct a motor vehicle register check, a drug test and alcohol test, and/or fingerprint verification based on position before placing the temporary in the work environment.

**CANCELLATION:** If Provider(s) fails to meet the requirements of the proposal specification at any time during the term of the Agreement and or the City of Flagstaff Temporary Personnel Services Operating Procedures (Attachment A), Temporary Personnel Services will be canceled upon 30 days written notice.

**PERFORMANCE QUALITY STANDARDS - TESTING REQUIREMENTS:** Provider will be required to conduct a basic skills test (either on paper or computer) for temporary employees who are to be placed at the City of Flagstaff so as to determine their general skill level and to determine, when applicable, their proficiency/competence with the various requirements of typing speed and ability to use the various software programs used by the City (Microsoft Word, Excel, and Access). If requested, a copy of the test results shall be sent by facsimile or email to the City of Flagstaff Human Resources Division designee placing the request for temporary services to determine the suitability of the suggested temporary for the position.

**PERFORMANCE QUALITY STANDARDS - REFERENCE REQUIREMENT:** Provider will check References for temporaries to be placed in general, administrative, labor, positions to determine if past

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employers felt their knowledge, skills, and abilities were adequate, rehire status, and to the extent possible, that there were no behavioral problems. If the temporary employee is a former City of Flagstaff employee, the City Human Resources Section must be notified before any discussion of placement as a temporary employee at the City occurs. The City reserves the right to conduct further background checks on temporaries if it deems necessary.

**HIRING OF TEMPORARY EMPLOYEES AS CITY EMPLOYEES:** The Provider shall not be entitled to any referral fee or placement fee from the City of Flagstaff should the City hire any agency temporary employee for a regular City position.